



**Superior Court
Justice Court
Adult Probation
Juvenile Probation
Hereafter Superior Court of Arizona in Maricopa County
Request for Qualification
Cover Page 1**

Solicitation Number: 09020-RFQ (2nd Release)

Solicitation Title: Registry of Court Technology Consulting Services

Solicitation Due Date / Time: April 22, 2010 at 2:00 P.M. Arizona Time

Submittal Location: Superior Court of Arizona in Maricopa County
Contracts Department
111 S. Third Avenue, Lower Level
Phoenix, Arizona 85003

Note: Physical entrance to Court Complex is at 201 West Jefferson Street.

Description of Procurement: The Superior Court of Arizona in Maricopa County/Court Technology Services (Court) is soliciting sealed responses from qualified providers who wish to be pre-qualified to provide Technology Consulting Services to the Court on an "as needed" basis. The Registry of pre-qualified providers will be used to perform those services set forth by the requirements in this solicitation. Multiple contracts may be awarded.

Bid Opening: Responses to be opened in the conference room at the above submittal location on April 22, 2010 at 2:00 P.M., Arizona Time.

A Pre-Offer Conference will not be held in conjunction with this procurement. **Any questions must be submitted in writing by: April 8, 2010.** A response to all questions will be issued on **April 15, 2010** as an amendment to the solicitation and will be listed on the website: www.superiorcourt.maricopa.gov/CourtInformation/purchasing/rfp.asp. See Section 3, Paragraph 2 of the solicitation for further details.

In accordance with the Judicial Procurement Code, sealed proposals for the materials or services specified will be received by the Superior Court of Arizona in Maricopa County Contracts Department at the above specified location until the time and date cited.

Offers must be in the **actual** possession of the Superior Court of Arizona in Maricopa County Contracts Department on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation; refer to Sections 2 and 3.



Superior Court

Justice Court

Adult Probation

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Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Contract Specialist.

This announcement does not commit the courts to award a contract or to pay any costs incurred in the preparation of proposals.

The Court reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. All contracts awarded shall be based on the proposal most advantageous to the Court, all factors considered.

This Request for Qualification (RFQ) is being issued solely for the procurement of contracts for Technology Consulting Services in which no warranty, express or implied is made to the contractor (s) by the Courts that any services will be purchased during the term of the contract. Any contract awarded pursuant to this RFQ shall state that the services will be purchased only on an "as needed" basis. The specific tasks, deliverables, and costs for services purchased under any contract(s) awarded pursuant to this RFQ shall be detailed in a purchase order/service work order.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Janie Terry; Contract Specialist Email: terryj@superiorcourt.maricopa.gov Phone: 602-372-0253

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OFFER AND AWARD

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The Undersigned hereby offers and agrees to furnish the materials and/or service(s) in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City

State

Zip Code

Signature of Authorized Person

Date of Offer

Telephone Number: _____

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax
License Number: _____

Offeror's Federal Employer Identification Number*:
**If a Social Security number is to be utilized, do not list
here. Complete Exhibit 7.2 for Social Security information.*

Acknowledgement of Amendment(s):

Amendment No. Date

Amendment No. Date

*(Offeror acknowledges receipt of
amendment(s) to the Solicitation for
Offers and related documents
numbered and dated.*

The following is used solely for collection data purposes and will not affect the evaluation of this solicitation.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

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ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For Superior Court of Arizona in Maricopa County Use Only)

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the Superior Court of Arizona in Maricopa County.

This Contract shall henceforth be referred to as **Contract Number 09020-RFQ (2nd Release), Registry of Court Technology Consulting Services**. You are hereby cautioned not to commence any billable work or provide any materials and/or service(s) under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

Superior Court of Arizona in Maricopa County

ATTESTED:

PRESIDING JUDGE, Barbara R. Mundell

DATE

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Note: The 2nd Release of this solicitation is an updated version of the initial solicitation first advertised on July 17, 2008 with an initial due date of August 4, 2008. Please review this solicitation carefully, as revisions have been made since the original solicitation.

1. Introduction

The Superior Court of Arizona in Maricopa County/Court Technology Services (CTS) Division is soliciting sealed responses from qualified providers who wish to be pre-qualified to provide Technology Consulting Services to the Court on an "as needed" basis. The Registry of Providers for Technology Consulting Services will be used to perform duties that will include those set forth by the requirements in the contract. Multiple contracts may be awarded.

2. Background

Court Technology Services (CTS) is the Information Technology (IT) department for the Judicial Branch of Arizona in Maricopa County which consists of the Superior Court, Justice Courts, Law Library, Juvenile Court and Probation, and Adult Probation. The CTS department currently consists of 86 filled IT professionals serving their customers through applications development and support, Help Desk operations, network and PC LAN services, an IT Operations facility, a Project Management Office, and Business Analysis and IT Training opportunities.

CTS serves approximately 4,450 internal customers or employees within the Judicial Branch in the indicated departments:

- Trial Courts: 1,500
- Adult Probation Department: 1,500
- Juvenile Probation Department: 1,000
- Justice Courts: 400
- Law Library: 50

In addition to the services provided to the 4,450 internal customers mentioned above, CTS also provides services to several county and state agencies including those listed below for a total of about 6,000 users.

AGENCY

- Clerk of the Court
- Indigent Representation
- County Attorney
- County Elections
- ICJIS
- Sheriff's Office
- AOC (Supreme Court)
- ADOT – Motor Vehicle Division
- State Dept of Corrections
- State Dept of Health Services
- Several municipal courts
(Jury Summonsing)

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The general public is served in the following ways:

- Court Web site for obtaining information on court cases
- Jury Web site for postponing or deferring individual jury service
- Online court forms for pro per litigants

Current Technical Environment:

The following is a list of applications that were developed by CTS for Judicial Branch departments and are maintained and supported by CTS. These applications were developed using classic ASP, COM, Visual Basic 6.0, SQL Server 2000 and Crystal Reports 8.5. The hardware platform is a HP configuration with application servers, database servers and HP's EVA5000 for a SAN-type storage. CTS is primarily a Microsoft shop using SQL Server 2000 as their DBMS and MS Windows Server 2003 as their OS. CTS also uses the IBM WebSphere MQ 6.0 series as their messaging software.

iCIS (integrated Court Information System) is the Judicial Branch's mission-critical application. Most of the applications listed below are modules within iCIS:

- Alternative Dispute Resolution (ADR)
- Adult Probation
- Initial Appearance Court
- Family Court
- Probate Court
- Criminal Court
- Reconciliation Court
- Juvenile Court
- eDocket
- iCIS Tracker
- Juvenile Probation
- Juvenile Detention
- Mental Health Court
- Lower Court of Appeals
- Mediation
- Court Financials
- Justice Court
- Civil Court
- Court Interpreters
- CourTools
- Pre Trial Services
- Pro Tem Maintenance
- Internet site
 - Public access to case history
 - Public information
 - E-Court portal for preparing court documents
 - Juvenile Web Access (JWA)
 - Electronic initiation of forcible detainer cases

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- Intranet applications
 - Online time card entry
 - Online performance evaluation
 - Purchasing
 - Help Desk application

3. **RFQ Objective:**

The objective of this Request For Qualification (RFQ) is to qualify IT consulting service vendors for the purpose of assisting the Court Technology Services (CTS) software applications development team in their software development activities. This will include but is not limited to software engineering of online screens, reports and integration services in the support of the Court's Integrated Court Information systems. These resources will work at the direction of CTS leadership and operate within established and defined Software Development Methodology (SDM) at CTS. Some of these services may be addressing projects and tasks in their current environment, but CTS envisions the focus of the assignments addressing their new technical environment.

4. **New Technical Environment:**

As CTS looks to the future, it is determined that their new applications must be developed and supported in an environment designed to take advantage of their strategic direction. Therefore, the following describes CTS' plans and commitments to achieve that end:

Software development environment:

- Existing software applications and new software development will be redesigned to employ current Microsoft suite of development tools and server products.
- State-of-the-art development environment
 - Use Microsoft .net 3.0 (or greater) framework
 - Visual Studio Team Foundation Suite
 - C# and ASP.net programming language
 - 64-bit SQL Server 2005 (or greater) database server
 - SQL Server Report Services
 - IBM WebSphere MQ Messaging
 - AJAX

Data Servers *

64-bit multi-processor database servers will support the estimated developer and testing user load. Each data server will run Windows Server 2003 and will have SQL Server 2005 Enterprise Edition installed. The data servers will be clustered.

IBM Websphere MQ Server *

32-bit multi-processor server(s) will support the communication load required by IBM Websphere MQ. The IBM Websphere MQ server will run Windows Server 2003 and will utilize an existing license of IBM Websphere MQ.

Web Servers *

32-bit multi-processor servers will host the anticipated applications in a development environment. The Web servers will run Windows Server 2003 and have the following installed:

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- .NET Framework 3.0
- Third party components:
 - New applications will require the use of some third party server-side and client-side components and controls. The current iCIS system is utilizing the following controls:
 - Graphing control
 - Spell checker control
 - PDF generator control

Microsoft Team Foundation Server (TFS) *

32-bit multi-processor TFS server will support 20 to 100 developers with up to 20 solutions. The TFS server(s) will run Windows Server 2003 and will have Team Foundation Server, Windows SharePoint Services (WSS), and the .NET Framework 3.0 installed. TFS will resolve versioning, SCM, and bug tracking issues in the current system.

Project Server *

32-bit multi-processor server(s) will serve as the project server. The project server will host a central copy of project plans for development projects and other documentation. The project server(s) will run Windows Server 2003 and Microsoft Project Server 2007 and will be accessed by developers using Microsoft Office 2007 Ultimate, Microsoft Project Professional 2007.

SharePoint Server *

32-bit multi-processor server will serve as the SharePoint report portal server. The SharePoint Server will run Windows Server 2003 and Microsoft Office SharePoint Server 2007 and will be used to host a portal for project documentation reports generated on the project server(s).

Developer Workstations *

Each developer workstation should run Windows Vista Ultimate and will have the following installed:

- Visual Studio Team System
- SQL Server 2005 Developer edition
 - The developer edition has all of the features of the enterprise edition that will be used in production as well as additional developer features.
- .NET Framework 3.0
 - Required on all developer workstations.
- Microsoft Office 2007 Ultimate, Microsoft Project Professional 2007, Microsoft Project Server 2007 CAL
 - Should be used by project administrators and project leads to import and manage TFS information and for project management.
- Third party components (as mentioned above)

***CTS may be using SQL Server 2008, Windows Server 2008, and other most current technology.**

5. Contractor Requirements for Compliance:

CTS is seeking industry leading IT contractors with the desired technical skills and knowledge that can work with existing CTS staff and within CTS' standards and methodologies.

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Listed below are the IT categories that CTS has an immediate interest in securing vendors who can provide these types of skilled and experienced professionals. However, this contract has the potential of being extended for 4 one-year optional years. Therefore, other IT professional categories may be requested in the initial year or subsequent years.

A. IT Categories Desired:

1. Software Architect

Gives detailed technical and analytical advice during the development of major applications or implementation of projects, often with senior business management. Consulting areas may include hardware, software, systems integration, IS management, IS staffing and operations, IS improvement and implementation planning and assistance for related projects. May develop business models and overall systems design.

2. Senior Applications Developer

Responsibilities include designing, developing, coding/programming, debugging, installing, documenting, troubleshooting, testing, and maintaining application systems. Individual possesses a high level of technical expertise and experience and can work under limited supervision on the most complex assignments that require considerable independent discretion and judgment.

3. Business Systems Analyst

Responsible for the identification, development, and recommendation of business processes and system changes and improvements. Works closely with functional business areas to understand and evaluate business needs and processes and analyze the impact of system changes. Conducts needs assessments, evaluate standard operating procedures, model process improvements, develop functional and process requirements, create process flow documentation, participate in implementation testing, and provide training to functional areas and other IT staff.

4. Database Administrator Analyst/Programmer

Responsible for the maintenance, monitoring, and implementation of computerized databases. Other duties include: participating in the design and creation of databases, defining standards and design of physical data storage, maintenance of databases, and performing quality control and auditing of databases to ensure accurate and appropriate use of data. Responsible for using data modeling techniques that analyze and specify the way data is used and accessed in the application. Defines and models both logical and physical data structures.

5. Web Designer/Developer

Designs, builds, develops, tests, and maintains website applications for the Internet and/or intranet using various graphic software applications, programming languages, and other related technology tools. Designs, develops, tests, and maintains reports for web applications. Contributes to the design team's efforts to enhance the appeal of online data and ensures website adherence to CTS standards and specifications.

B. Desired IT Skills and Knowledge:

1. Software Architect

- Bachelors degree in Computer Science or equivalent
- 5 years experience working with structured SDLC such as Agile, Scrum, etc.
- Advanced knowledge and experience developing software applications utilizing the Microsoft .NET framework and suite of tools. Must have proven experience successfully architecting multi-tiered, highly scalable and performant software applications.

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- Hands on technical experience with OOP, SQL Server databases, browser based user interfaces, SOA and web services.
- 2. Senior Applications Developer**
- Experience developing web-based applications using Visual Studio Team System, ASP.net and c# in a source-safe environment
 - Excellent experience with HTML, DHTML, VB Script, Java Script, CSS and page layout
 - Transact-SQL, MS SQL Server 2005 or greater
 - Knowledge of Microsoft IIS 6
 - Extensive knowledge of relational database design, stored procedure creation, and query building using SQL Server
 - Familiarity with structured source control using Microsoft Visual Source Safe
 - AJAX, Web Services, XML
 - Experience with Microsoft SQL Server Reporting Services
 - Experience developing DTS/SSIS packages
 - Microsoft Team Foundation Server
 - Experience in technical and procedural documentation
 - Crystal Reports (TTX style)
 - IBM WebSphere MQ programming and administration
- 3. Business Systems Analyst**
- 5 years experience in analyzing the needs of customers, identifying business problems and recommending and documenting solutions.
 - Must have proven success as a liaison among stakeholders in order to elicit, analyze, communicate and validate requirements for changes to business processes, policies and information systems.
 - Preformed business analysis and training on large scale implementation of new applications.
- 4. Database Administrator Analyst/Programmer**
- MS SQL Server 2000 and above on a 64-bit platform
 - Expert knowledge of T-SQL (stored procedures, triggers etc)
 - Experience in different data replication methods such as log shipping, replication, etc.
 - A solid understanding of design principles (physical and logical) and architecture
 - Experience with administering database users, permissions, and database security
 - Experience with the day-to-day operation of SQL Server databases and Applications environments (Production, Test and Development)
 - Experience with Microsoft SQL Server Reporting Services
 - Experience developing DTS/SSIS packages
 - Microsoft Team Foundation Server
 - Experience in technical and procedural documentation
 - Desired: Microsoft Certified DBA
- 5. Web Designer/Developer**
- Experience developing web-based applications and/or reports using Microsoft development environment.
 - Classic ASP, HTML, DHTML, VB Script, Java Script and Transact-SQL.
 - Experience in Dream Weaver, MS SQL Server 2000/2005, writing DTS/SSIS packages, and Microsoft.net technologies.
 - Experience in technical and procedural documentation.

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C. Specific Requirements:

1. A minimum of one year Court experience is required for each category proposed. Court experience can include Superior Court, Justice Courts, Adult Probation, Juvenile Probation and jury systems. Experience with municipal courts, the Arizona Supreme Court, the Clerk of the Superior Court and other criminal justice agencies that interface with the Superior Court will be considered with varying levels of court experience dependent upon the assignments.
2. The Senior Application Developer and the Web Designer/Developer must be currently staffed positions. Resumes with court experience and pricing **must** be submitted for these two categories to be considered responsive to this RFQ. Although the other three (3) categories are optional, a proposal for all five (5) categories is preferred.
3. Administration of Awarded Contracts.

For each consulting project estimated to exceed \$35,000.00 in value, a Scope of Work will be issued by Superior Court/CTS (CTS) and sent to a minimum of three (3) Pre-Qualified Contractors for a response as practicable. The Scope of Work shall specify all milestones, including a complete description of the deliverables due at each milestone. Contractor shall provide a written response to the CTS within the directed timeframe.

 - a. Written response by contractor shall include the names and qualifications of all designated staff to be assigned to the project.
 - b. Written response by contractor shall include a not-to-exceed project price estimate detailing the estimated number of hours by job description, and any other project-related costs or hourly rates for each IT position as requested in the scope of work.
 - c. CTS shall review the contractors' responses to determine if, when, and how to proceed with the project and will notify the contractors as appropriate. CTS reserves the right to accept and/or reject Contractor's project plan, personnel and/or project cost estimates.
 - d. The Contractor's preparation and submission of a project request proposal shall not be reimbursed.

6. Contractor Responsibilities

A. Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under this Contract shall be used or disclosed by its agents, officers, or employees, except as is necessary in the performance of duties under this contract. Persons requesting such information shall be referred to the Court. Any unauthorized disclosure of confidential information shall constitute a breach of the Contract.

B. Background Check Requirement / Criminal History Check

The Court may require contractor to provide identifying information for Contractor and any individuals working in judicial facilities or having access to judicial information for the purposes of conducting a

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criminal history records check for security purposes. Contractor agrees to cooperate with such requests and understands that the Court may terminate this Agreement if the results of this criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative. The Court reserves the right to disapprove of any employee or subcontractor pursuant to this contract for any reason, and the reason for disapproval will be considered confidential and shall not be disclosed to the contractor.

C. Substitution of Personnel

During the contract performance period, substitution of personnel shall not be permitted unless such substitution is necessitated by sudden illness, death, termination, or upon the mutual agreement of both parties. Any substitution must be approved by CTS.

D. Duration of Work

All contractors will abide by the following conditions:

1. Project work is to be performed on site at CTS unless prearranged for special situations.
2. Billable hours are limited to 40 hours per week, M-F, unless pre-approved for special situations.
3. CTS' holidays will be considered "no work" days unless prearranged.
4. Contractor's personnel will perform any contractor corporate/business activities, including email, IM and phone communications during non-project work hours.

E. Exclusions

1. Any resultant contracts are not intended for personnel placement services. No fee or fee-based program for placement of IT personnel will be allowed under this contract, as such any Temp-to-Hire activity is not allowed. Travel and per diem for out-of-state and in-state personnel are not include within these contracts. Hardware and/or software purchases are not allowed under this contract.
2. It is understood by all parties that any Contractor's personnel placed under the terms of this contract is not considered to be in "State Service", and is not considered as a "Contract" or "Temporary" appointment (as defined in the Judicial Merit Rules, Rule 1.20 and 1.54). It is also understood that the Contractor's personnel is not eligible for any benefits as defined in Judicial Merit Rules, Rule 1.20.

7. Payment for Services / Billing / Invoicing Provisions

As payment for the services, the Court will pay Contractor as follows:

- A. Contractor shall submit a detailed invoice for services rendered. Documentation, where appropriate, must accompany each invoice submitted. Contractor must reference the Superior Court purchase order number on each invoice. Approved invoices shall be processed and remitted for payment to contractor within 30 day of the date of receipt of Contractor's invoice.
- B. The Contractor will submit monthly invoices and supporting applicable documentation to the Court Business Office by the 10th day of the month following services rendered. Payment may be delayed for any invoice which the contractor submits more than 10 days after the end of the month following services rendered.
- C. Invoices received 30 days late will be reduced by 10% of the invoice amount. Invoices received 60 days late will be reduced by 20% of the invoice amount.

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- D. End of fiscal year invoices (June 30th is the end of the fiscal year) must be submitted by the 5th of July or the first business day after July 5th. No invoices received after the 5th of July or the first business day after July 5th will be processed.
- E. Submit invoices to the following address:

Superior Court of Arizona in Maricopa County
Attention: Court Finance
201 West Jefferson, CCB-4
Phoenix, AZ 85003

8. Required Submittals

To be submitted with Offer (Also refer to Section 3, No. 3):

- Signed Offer and Award form (with original signatures) – Page 4
- Contract Administration; Complete Section 5, Paragraph 21.
- Attachment 6.1 Pricing Schedule
- Attachment 6.2 Questionnaire and all applicable documentation
- Attachment 6.3 (if necessary)
- Attachment 6.4 (if necessary)
- Attachment 6.5
- Exhibit 7.1 (as necessary)
- Solicitation Amendments (if any)

To be submitted upon Contract Award:

- Insurance certificates
- Information for Background Check as necessary (Reference Exhibit 7.1)

SECTION 2
UNIFORM INSTRUCTIONS TO OFFERORS

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1. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

- A. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. *"Contract Amendment"* means a written document signed by the offeror and the Presiding Judge that is issued for the purpose of making changes in the Contract.
- D. *"Contractor"* means any person who has a contract with the Superior Court of Arizona in Maricopa County.
- E. *"Days"* means calendar days unless otherwise specified.
- F. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. *"Offer"* means bid, proposal or quotation.
- H. *"Offeror"* means a vendor who responds to a Solicitation.
- I. *"Contract Specialist"* means the person duly authorized by the Superior Court of Arizona in Maricopa County to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- J. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Qualifications ("RFQ").
- K. *"Solicitation Amendment"* means a written document that is authorized by the Contract Specialist and issued for the purpose of making changes to the Solicitation.
- L. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2. Inquiries.

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer.

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Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other Superior Court of Arizona in Maricopa County employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Contract Specialist or the person identified in the Solicitation as the contact for inquiries may, except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The Superior Court Contracts Department shall consider the relevancy of the inquiry, but is not required to respond in writing.
- D. Timeliness. Any inquiry to the Solicitation shall be submitted as soon as possible and at least seven days before the Offer due date and time for review and determination by the Superior Court of Arizona in Maricopa County. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- E. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the Conference. Material issues raised at the Conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation.

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms

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unless the Solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.

- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Contract Specialist in a written statement. The Offeror's preprinted or standard terms will not be considered by the Superior Court of Arizona in Maricopa County as a part of any resulting Contract.
- (1) Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - (2) Request for Proposals: All exceptions that are contained in the Offer may negatively affect the Superior Court of Arizona in Maricopa County's proposal evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Offer. An Offer that takes exception to any material requirement of the Solicitation may be rejected.
 - (3) Request for Qualification: All exceptions that are contained in the Statement of Qualifications may negatively affect the Superior Court of Arizona in Maricopa County's evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Statement of Qualification. Any exceptions to any material requirement of the Solicitation may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's (s') proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The Superior Court of Arizona in Maricopa County will not reimburse any Offeror the cost of responding to a Solicitation.

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- G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- (1) Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate State and Federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- J. Identification of Taxes in Offer. The State of Arizona is subject to all applicable State and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the Solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
- K. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;

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- (7) Special Instructions to Offerors;
- (8) Uniform Instructions to Offerors;
- (9) Other documents referenced or included in the Solicitation.

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer.

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The Superior Court of Arizona in Maricopa County may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. All Offers submitted and opened are public records and must be retained by the Superior Court of Arizona in Maricopa County. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Superior Court of Arizona in Maricopa County. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Superior Court of Arizona in Maricopa County shall determine whether the identified information is confidential pursuant to the Judicial Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - (1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - (2) The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

5. Evaluation.

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

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- B. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- C. Disqualification. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- D. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer's due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Final Proposal Revision is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Final Proposal Revision due date.
- E. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the Judicial Branch of Arizona Superior Court reserves the right to:
 - (1) Waive any minor informality;
 - (2) Reject any and all Offers or portions thereof; or
 - (3) Cancel a Solicitation.

6. Award.

- A. Number or Types of Awards. The Superior Court of Arizona in Maricopa County reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the Superior Court of Arizona in Maricopa County. If the Contract Specialist determines that an aggregate award to one Offeror is not in the Superior Court of Arizona in Maricopa County's best interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Presiding Judge's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the offeror and the Presiding Judge signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests.

Refer to the Superior Court website at:

<http://www.superiorcourt.maricopa.gov/CourtInformation/purchasing/>.

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1. **Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 2, Paragraph 1, have the following meaning:

- A. "JBSC" means Judicial Branch of Arizona, Superior Court of Arizona in Maricopa County.
- B. "Department" means the Contracts Department of the Judicial Branch of Arizona, Superior Court of Arizona in Maricopa County.

2. **Explanation to Offerors.**

Any inquiries/questions related to this RFQ are to be directed in writing (email/fax acceptable) to the contact person below. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. **All questions must be submitted in writing by April 8, 2010 at 5:00 pm Arizona Time to:**

Janie Terry, Contract Specialist
Superior Court of Arizona in Maricopa County
111 S. Third Avenue, LL
Phoenix, AZ 85003
Email: terryj@superiorcourt.maricopa.gov
Fax: (602) 506-5957

The question and response will be posted to the Superior Court of Arizona in Maricopa County's website by **April 15, 2010**. Any explanations or clarifications given at the website will be considered added to the specifications and will be reflected as an amendment to the solicitation. Interested parties must check the website at: www.superiorcourt.maricopa.gov/CourtInformation/purchasing/rfp.asp.

3. **Required Information.** The following shall be submitted concurrent with and as part of the Offer: **One clearly marked original and three (3) copies of the offer are required.**

- A. Offer and Contract Award Form;
- B. Contract Administration: Complete Section 5, Paragraph 21;
- C. Attachment 6.1, Price Schedule;
- D. Attachment 6.2, Offeror's Questionnaire and applicable documentation
- E. Attachment 6.3, Sole Proprietor Certificate or Attachment 6.4 Independent Contractor Agreement (if applicable);
- F. Attachment 6.5, Business Ownership Classification;
- H. Exhibit 7.2, Third Party Authorization Verification Form;

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I. Solicitation Amendments (if any).

4. Authorized Signature.

A. For any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by JBSC, disclosure of ownership information shall be submitted.

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| (1) | Privately Owned: | The Owner must sign the contract. |
| (2) | Partnership: | A Partner must sign the contract. |
| (3) | Corporation: | A Corporate Officer must sign the contract. |

B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee's authority must accompany the contract. All amendments to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.

5. Award of Contract. Award of a contract will be made to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the Superior Court of Arizona in Maricopa County based on the evaluation criteria set forth in the Solicitation and any discussions pursuant to Rule 28 of the Judicial Procurement Code.

6. Inclusive Offeror:

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of the work. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning their organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

7. Evaluation and Selection. Evaluation of offers may be accomplished in four steps.

A. Step One. Initial review of offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to insure they include all required information.

B. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.

C. Step Three. (Optional) Discussions with Offerors concerning their offers are for clarification purposes only. This does not imply any change(s) to the proposal.

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(1) **Presentations.** The Court may request oral presentations or product demonstrations with any or all of the bidders for purposes of clarification or to amplify the materials presented in any part of the proposal. Any presentations requested will be considered part of the proposal and as such must be paid for by the bidder. The court will not reimburse for costs related to the development or delivery of any proposals.

- D. **Step Four.** Contract award(s) made to the responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the Superior Court of Arizona in Maricopa County, based on the following criteria (in bold print below), which are listed in descending order of importance.

(1) **Expertise:** The expertise of the proposed individuals will be evaluated based upon the resumes submitted with the proposal. Factors to be considered will include a combination of IT technical skills and experience and the type and depth of court experience.

(2) **Firm's Experience:** The depth and breadth of the firm's experience will be evaluated including stability and capacity of the firm.

(3) **Price:** The maximum hourly rates will be utilized in the evaluation of price.

8. **Discussions.** In accordance with Rule 28 of the Judicial Procurement Code, after the initial receipt of offers, JBSC reserves the option to conduct discussions with those Offerors who submit offers determined by the Superior Court of Arizona in Maricopa County to be reasonably susceptible of being selected for award.
9. **Certificate of Insurance Form.** If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to JBSC for review and approval with the proposal. All certificates of insurance must be submitted upon notice of contract award.

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1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- A. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - B. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments.
 - C. *"Contract Amendment"* means a written document signed by the offeror and Presiding Judge that is issued for the purpose of making changes in the Contract.
 - D. *"Contractor"* means any person who has a Contract with the Superior Court of Arizona in Maricopa County.
 - E. *"Days"* means calendar days unless otherwise specified.
 - F. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - H. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - I. *"Contract Specialist"* means the person duly authorized by the Superior Court of Arizona in Maricopa County to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - J. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - K. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - L. *"JBSC"* means the Judicial Branch of Arizona, Superior Court of Arizona in Maricopa County that executes the Contract.

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M. *"Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation.

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Judicial Procurement Code, Arizona Revised Statutes and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7 are applicable as appropriate.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the Superior Court of Arizona in Maricopa County and as they may be amended, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
 - (2) Uniform Terms and Conditions;
 - (3) Statement or Scope of Work;
 - (4) Specifications;
 - (5) Attachments;
 - (6) Exhibits;
 - (7) Special Instructions to Offerors;
 - (8) Uniform Instructions to Offerors;
 - (9) Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation.

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- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the Judicial Branch of Arizona Superior Court at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any subcontractor’s books and records shall be subject to audit by the Superior Court of Arizona in Maricopa County and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor’s (s’) facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The Superior Court of Arizona in Maricopa County shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the Superior Court of Arizona in Maricopa County determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Superior Court of Arizona in Maricopa County for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the Superior Court of Arizona in Maricopa County to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the Superior Court of Arizona in Maricopa County required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Contract Specialist and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the JBSC.
- G. Property of the Superior Court of Arizona in Maricopa County. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the Superior Court of Arizona in Maricopa County. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The

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Contractor shall not use or release these materials without the prior written consent of the Superior Court of Arizona in Maricopa County.

- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the Superior Court of Arizona in Maricopa County shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the Superior Court of Arizona in Maricopa County requesting the issuance of this Contract shall own (for and on behalf of the Superior Court of Arizona in Maricopa County) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Superior Court of Arizona in Maricopa County, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Superior Court of Arizona in Maricopa County and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Superior Court of Arizona in Maricopa County. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the Superior Court of Arizona in Maricopa County without the express written authorization of the agency, department, division, board or commission of the Superior Court of Arizona in Maricopa County requesting the issuance of this Contract.

4. Costs and Payments.

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Superior Court of Arizona in Maricopa County within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destinations.
- C. Applicable Taxes.
- (1) Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - (2) State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable State and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - (3) Tax Indemnification. Contractor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Contractor. Contractor and all subcontractors shall hold the State harmless from any responsibility for taxes, damages

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and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- (4) IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- (5) Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State fiscal year. No legal liability on the part of the Superior Court of Arizona in Maricopa County for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.
- (6) Availability of Funds for the Current Fiscal Year. Should the State Legislature enter back into session or the Board of Supervisors takes action to reduce the appropriations or for any reason and these goods or services are not funded, the JBSC may take any of the following actions:
 - a. Accept a decrease in price offered by the Contactor;
 - b. Cancel the Contract;
 - c. Cancel the Contract and re-solicit the requirements.

5. Contract Changes.

- A. Amendments. This Contract is issued under the authority of the JBSC and the Presiding Judge who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Contract Specialist in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Contract Specialist. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Contract Specialist. The Superior Court of Arizona in Maricopa County shall not unreasonably withhold approval.

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6. Risk and Liability.

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Superior Court of Arizona in Maricopa County shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification.
- (1) Contractor/Vendor Indemnification (Not Public Agency). The parties to this Contract agree that the Superior Court of Arizona in Maricopa County, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the Superior Court of Arizona in Maricopa County as a result of entering into this Contract. However, the parties further agree that the Superior Court of Arizona in Maricopa County, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
 - (2) Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liabilities, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
 - (3) Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless the Judicial Branch of Arizona Superior Court against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The Superior Court of Arizona in Maricopa County shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- D. Force Majeure.
- (1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract

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is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

(2) Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- c. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

(3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

(4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the Superior Court of Arizona in Maricopa County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties.

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

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- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Superior Court of Arizona in Maricopa County of the materials, they shall be:
- (1) Of a quality to pass without objection in the trade under the Contract description;
 - (2) Fit for the intended purposes for which the materials are used;
 - (3) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - (4) Adequately contained, packaged and marked as the Contract may require; and
 - (5) Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material supplied to the Superior Court of Arizona in Maricopa County shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs 7A through 7C of this paragraph are not affected by inspection or testing of or payment for the materials by the Superior Court of Arizona in Maricopa County.
- E. Year 2000.
- (1) Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
 - (2) Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the Superior Court of Arizona in Maricopa County in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other Superior Court of Arizona in

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Maricopa County information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the Superior Court of Arizona in Maricopa County for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

- F. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
- (1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Superior Court of Arizona in Maricopa County is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - (2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Specialist, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **Judicial Branch of Arizona Superior Court Contractual Remedies.**

- A. Right to Assurance. If the Superior Court of Arizona in Maricopa County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Contract Specialist may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Superior Court of Arizona in Maricopa County's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.
- B. Stop Work Order.
- (1) The Superior Court of Arizona in Maricopa County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Superior Court of Arizona in Maricopa County after the order is delivered to the Contractor. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the order, the

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Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- (2) If a Stop Work Order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contract Specialist shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- C. Non-exclusive Remedies. The rights and the remedies of the Superior Court of Arizona in Maricopa County under this Contract are not exclusive.
- D. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Superior Court of Arizona in Maricopa County may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The Superior Court of Arizona in Maricopa County shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Superior Court of Arizona in Maricopa County, or damages assessed by the Superior Court of Arizona in Maricopa County concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination.

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the Superior Court of Arizona in Maricopa County may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Superior Court of Arizona in Maricopa County is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the Superior Court of Arizona in Maricopa County, it may also cancel this Contract as provided in A.R.S. § 38-511.
- B. Gratuities. The Superior Court of Arizona in Maricopa County may, by written notice, terminate this Contract, in whole or in part, if the Superior Court of Arizona in Maricopa County determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Superior Court of Arizona in Maricopa County for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or

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decision about contract performance. The Superior Court of Arizona in Maricopa County, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

- C. Suspension or Debarment. The Superior Court of Arizona in Maricopa County may, by written notice to the Contractor, immediately terminate this Contract if the Superior Court of Arizona in Maricopa County determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Superior Court of Arizona in Maricopa County.
- D. Termination for Convenience. The Superior Court of Arizona in Maricopa County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the Superior Court of Arizona in Maricopa County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Superior Court of Arizona in Maricopa County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Superior Court of Arizona in Maricopa County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.
- (1) In addition to the rights reserved in the Contract, the Superior Court of Arizona in Maricopa County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Contract Specialist shall provide written notice of the termination and the reasons for it to the Contractor.
 - (2) Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Superior Court of Arizona in Maricopa County on demand.
 - (3) The Superior Court of Arizona in Maricopa County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the Superior Court of Arizona in Maricopa County for any excess costs incurred by the Superior Court of Arizona in Maricopa County in procuring materials or services in substitution for those due from the Contractor.

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1. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
10. **Requirements Contract.** Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this offer will be a requirements contract. However, this Contract does not guarantee any purchases will be made. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.
11. **Contract Claims.** Refer to the Superior Court website at <http://www.superiorcourt.maricopa.gov/CourtInformation/purchasing/>.
12. **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

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1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 4, Paragraph 1, have the following meaning:
 - A. “JBSC” means the Judicial Branch of Arizona, Superior Court of Arizona in Maricopa County.
 - B. “Department” means the Contracts Department of the Judicial Branch of Arizona, Superior Court of Arizona in Maricopa County.
 - C. “Services” means services performed, workmanship and material furnished or used in the performance of services.
2. **Changes.**
 - A. The department may/shall at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
 - (3) Place of performance of the services.
 - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Contract Specialist may/shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
 - C. The Contractor must assert their right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Contract Specialist decides that the facts justify it, the department may/shall receive and act upon a proposal submitted before final payment of the Contract.
 - D. If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the department may/shall have the right to prescribe the manner of the disposition of the property.
 - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

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3. Indemnification.

The parties to this contract agree that the State of Arizona, the Superior Court of Arizona in Maricopa County, its departments, agencies, boards, commissions and universities shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, the Superior Court of Arizona in Maricopa County, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. Insurance Requirements.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The **insurance requirements** herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona, Superior Court of Arizona in Maricopa County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
“The State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

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- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor or Independent Contractor Agreement) form.

4. **Technology Errors and Omissions Insurance:** This type of insurance is not required upon contract award. However, it is required each time a Scope of Work is awarded to an individual contractor. The particular type of Errors and Omissions Insurance is based on the Scope of Work. The coverage requirement for the Technology Errors and Omissions insurance is listed below. The coverage requirements of the Modules 2 – 4 can be reviewed on the Risk Management State of Arizona website at: www.azrisk.state.az.us

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Type of Services	Software, Software or Systems Development, or Hardware	Customers, Partners, or Affiliates directly connected to your network but not providing a technology service	Information Security Vendor	Internet/Application Service Providers (vendor to whom client has outsourced function such as web hosting)	Companies providing content
Then Select the Module	1) Technology Errors and Omissions Coverage	2) Network Security/Privacy Coverage	2) Network Security/Privacy Coverage	3) Network Security/Privacy Coverage and Technology Errors and Omissions Coverage	4) Media Liability Coverage

Each Claim

\$1,000,000

Annual Aggregate

\$1,000,000

Coverage to include:

- Systems analysis;
- Software design;
- Systems programming;
- Data processing;
- Systems integration;
- Outsourcing including outsourcing development and design;
- Systems design, consulting, development and modification;
- Training services relating to computer software or hardware;
- Management, repair and maintenance of computer products, networks and systems;
- Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
- Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities, Superior Court of Arizona in Maricopa County, and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Superior Court of Arizona in Maricopa County. Such notice shall be sent directly to the Superior Court Contracts Department of this section and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The Superior Court of Arizona in Maricopa County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Superior Court Contracts Department with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Superior Court Contracts Department before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Superior Court Contracts Department. The Superior Court Contracts Department contract number and contract title shall be noted on the certificate of insurance. The Superior Court Contracts Department reserves the right to

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require complete, certified copies of all insurance policies required by this Contract at any time. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the Superior Court Contracts Department. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DEPARTMENT.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Superior Court Contracts Department separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the State of Arizona Department of Administration, Risk Management Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
5. **Contract Term.** The term of this Contract shall commence on the date the Offeror(s) and Presiding Judge signs the Offer and Acceptance Form, signifying JBSC's acceptance of the Offeror's proposal and will remain in effect through _____, unless terminated, canceled, or extended as otherwise provided herein.
6. **Option to Extend the Term of the Contract.**
- A. The Superior Court of Arizona in Maricopa County may at its option extend the **first year period** of this Contract up to **two (2)** additional annual (one year) periods or portions thereof. The Offeror shall be notified in writing by the Judicial Branch's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period.
- B. If JBSC exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified.
- C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed three (3) years and 3 months.
7. **Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided.

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8. **Employment of Superior Court of Arizona in Maricopa County Personnel.** The Contractor shall not employ any person or persons in the employ of the Superior Court of Arizona in Maricopa County for any work required by the terms of this Contract, without prior written approval of the Contract Specialist.
9. **Evaluation.**
Court may evaluate any services provided by the Contractor and may assess Contractor's progress and success in achieving the goals and objectives described in the Scope section of this Contract. Evaluation reports shall be made available to Contractor upon request.
10. **Technical Assistance**
Court, upon request, shall provide technical assistance to Contractor relative to the terms and conditions, policies, and procedures governing this Contract, and shall assist in the gathering of data within the Court's sole possession and control, but shall not be obligated to provide technical assistance in the performance of services provided under the Contract.
11. **Warranty of Services.**
- A. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. JBSC's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- B. In addition to its other remedies, JBSC may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
12. **Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of the services. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning their organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
13. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other JBSC contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other JBSC contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other JBSC contractors.
14. **Report Standards.** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the department, and shall be submitted in draft form for advance review and comment by the department, if necessary or specified. The

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necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

15. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Superior Court of Arizona in Maricopa County or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the Superior Court of Arizona in Maricopa County shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

16. Compliance Requirements for A.R.S. § 41-4401. Government Procurement: E-Verify Requirement

- A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State/Superior Court of Arizona in Maricopa County audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. The Superior Court of Arizona in Maricopa County retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under subparagraph A.

17. Superior Court of Arizona in Maricopa County Contractor Title VI Requirements

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations. The contractor shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964 (hereinafter referred to as "Title VI"), 42 U.S.C. § 2000, et seq., and all applicable federal regulations related thereto. These regulations are incorporated by reference and made a part of this contract

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- B. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in all activities related to its performance under this contract.
- C. Solicitations for Subcontractors. In all solicitations by either competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract, Title VI, and applicable federal law not to discriminate on the grounds of race, color, or national origin.
- D. Information and Reports. The contractor shall provide all information and reports required by federal law and this contract and shall permit access to its books, records, accounts, other sources of information and its facilities as the Maricopa County Superior Court and/or the United States government may determine is necessary to ascertain compliance with this contract, Title VI, and related federal law.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Maricopa County Superior Court and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, the Maricopa County Superior Court shall impose such contract sanctions as it may determine in the exercise of its discretion to be appropriate, including, but not limited to withholding of payments to the contractor under the contract until the contractor complies, and/or canceling, terminating, or suspending the contract, in whole or in part.
- F. Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract unless exempt from doing so pursuant to federal law. All such contract provisions and the non-discrimination provisions of Title VI are fully binding upon all subcontractors. The contractor shall take such action with respect to any subcontractor as the Maricopa County Superior Court and/or the United States government may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Maricopa County Superior Court enter into such litigation to protect its interests and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. Price Escalation

JBSC may review a fully documented request for a price increase upon contract renewal. Any requests for price adjustments must be submitted to the Contract Specialist or its designee sixty (60) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation may not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. If a price increase is approved, it will be documented through a formal contract amendment.

19. Price Reduction

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A price reduction adjustment may be offered at any time during the term of this Contract and shall become effective upon notice.

20. Statewide Purchasing

If authorized in a particular solicitation, any Arizona court or any political subdivision on behalf of a court may procure material or services described in this Contract for use by Arizona courts or judicial branch units. Where so authorized, Contractor agrees to provide such materials or services to other courts at the Contract prices and under the Contract terms. Any attempt to represent any material and/or service as being under contract with the Court which is not a subject of or addition to this Contract is a violation of the Contract and the Judicial Branch Procurement Rules. Any such action is subject to the legal and contractual remedies available to the Court inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

21. Contract Administration for Offeror

A. Contractor representative to contact for contract administration purposes:

Name and Title

Street Address

City State Zip Code

Telephone & Facsimile Numbers

E-Mail Address:

B. Payment Address

Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award form.

Name and Title

Street Address

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City State Zip Code

C. Invoicing Requirements – See Section 1 Scope of Work for specifics.

22. Contract Administration for Superior Court

- A. The JBSC representatives to contact for technical or programmatic matters concerning contract performance: (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements).

Mary Horvath
Director of Enterprise Operations
Court Technology Services
Judicial Branch of Arizona in Maricopa County
620 W. Jackson St., 2nd Floor
Phoenix, AZ 85003
Phone: 602-506-6859 Fax: 602-506-6309
Email: mhorvath@superiorcourt.maricopa.gov

- B. All contract administration matters will be managed by the Contract Specialist named below. All correspondence concerning this contract shall be directed to this individual.

Janie Terry
Contracts Department
Superior Court of Arizona in Maricopa County
111 S. Third Avenue, LL
Phoenix, Arizona 85003
Phone: 602-372-0253; Fax: 602-506-5957
Email: terryj@superiorcourt.maricopa.gov

ATTACHMENT 6.1
PRICING SCHEDULE
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Pricing

Note: Pricing must be all-inclusive with no add-ons (i.e. Supplies, data transmittal charges, data reports, staffing, and training, etc.). No compensation will be paid for travel or per diem. No tax shall be levied against labor.

The firm's proposal must include a per hour price range for each IT category submitted. The maximum range is what the vendor would charge for its most senior person. Provide pricing in the following format:

<u>IT Category Description</u>	<u>Minimum Hourly Rate</u>	<u>Maximum Hourly Rate</u>
1. Software Architect	_____	_____
2. Senior Application Developer	_____	_____
3. Business Systems Analyst	_____	_____
4. Database Administrator Analyst/ Programmer	_____	_____
5. Web Designer/Developer	_____	_____

ATTACHMENT 6.2
OFFEROR'S QUESTIONNAIRE
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As attachments to 6.2 please provide the following:

1. A **cover letter** stating your firm's interest and summarizing your firm's overall qualifications to provide the services required by this solicitation.
2. A **written** narrative which shall include the following elements:
 - a. Profile of Firm to include:
 - Brief history including number of years the firm has provided IT services.
 - Discussion of financial stability and future projected growth.
 - b. Experience of Firm to include:
 - Past experience providing technology consulting services including prior projects completed with the Judicial Branch.
 - c. Capacity to Perform
 - List of other IT professional categories available in your firm.
 - Discuss the size of the firm and demonstrate the depth of support your firm can provide to CTS's projects.
 - d. Key personnel

A current Resume for each of the key personnel proposed for each of the five IT categories. Minimum one resume per IT category with a maximum of 2 allowed. The two (2) **mandatory** IT categories requiring at least one resume are 1) Senior Application Developer and 2) Web Designer/Developer. The other three IT categories are optional. Individual names are not necessary at this time, but **THESE MUST BE INDIVIDUALS AVAILABLE IN YOUR FIRM, AND NOT A COMPOSITE OF MORE THAN ONE PERSON'S SKILLS AND EXPERIENCE.** Resumes should include: appropriate IT experience, IT Skills, Court Experience, formal education, qualifications, training, certifications, and memberships as related to this RFP.
 - e. Any additional information that reflects on your ability as a firm or your key personnel to perform the required services.
3. At least **three (3) references** who can attest to your firm's ability to provide the services required by this solicitation or similar services. Each reference must include the reference government/company name, person to contact and current telephone number. If applicable, include at least one reference for a technology consulting services contract held with another government agency.

JANICE K. BREWER
GOVERNOR



WILLIAM BELL
DIRECTOR

**ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT DIVISION**

100 North 15th Avenue, Suite #301
Phoenix, Arizona 85007
Telephone: (602) 542 2182; Facsimile: (602) 542 1800
On-line: 'azrisk.state.az.us'

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES, IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. 23-901 (et. seq.), and specifically, A.R.S. 23-961(O), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, _____, for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, _____.

I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Name of Sole Proprietor:	_____
Social Security Number:	_____ - _____ - _____
Telephone Number:	____ (_____) _____
Street Address / P. O. Box:	_____
City:	_____ State: _____ ZIP Code _____
Signature of Sole Proprietor:	_____ Date: _____

State Agency:	<u>Superior Court of Arizona</u> in _____ Agency # <u>893</u>
Signature of Agency	<u>Maricopa County</u>
Contract Administrator:	_____ Date: _____
Contract Identification:	_____

Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Division, Insurance Unit, 100 North 15th Avenue, Suite 301, Phoenix, Arizona 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

JANICE K. BREWER
GOVERNOR

WILLIAM BELL
DIRECTOR



**ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT DIVISION**

100 NORTH 15th AVENUE, SUITE 301
PHOENIX, ARIZONA 85007
Telephone: (602) 542 2182; Facsimile: (602) 542 1800

INDEPENDENT CONTRACTOR AGREEMENT

NOTE: THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS. THIS FORM DOES NOT, HOWEVER, APPLY TO EMPLOYERS IN THE CONSTRUCTION INDUSTRY THAT USE A CONTRACTOR. A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A SOLE PROPRIETOR WAIVER MUST BE OBTAINED IN THOSE INSTANCES.

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. 23-901 (et. seq.), and specifically A.R.S. 23-902 (c),(d), that an independent contractor relationship exists between the parties signed below. The parties agree that the "independent contractor" is independent of the "business" in the execution of the work and not subject to the rule or control of the "business" but is engaged only in the performance of a definite job or piece of work and is subordinate to the "business" only in effecting a result in accordance with that "business" design. The parties also agree that the "business" does not have the authority to supervise or control the actual work of the "independent contractor" or the "independent contractor's" employees. Furthermore, it is understood and agreed that the "independent contractor" or the "independent contractor's" employees are not entitled to workers' compensation benefits from the "business".

The written agreement shall be null and void and create no presumption of an independent contractor relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

WE THE UNDERSIGNED AGREE THAT THE BUSINESS:

- Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.
- Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.
- Does not provide tools to the independent contractor.
- Does not dictate the time of performance.

- Pays the independent contractor in the name appearing on the written agreement.
- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

NAME OF INDEPENDENT CONTRACTOR: _____		
FEDERAL ID# OR SOCIAL SECURITY: _____ - _____ - _____		
ADDRESS / P.O. BOX: _____		
CITY: _____	STATE: _____	ZIP: _____
SIGNATURE OF INDEPENDENT CONTRACTOR: _____		DATE: _____

STATE OF ARIZONA		
AGENCY: _____	Superior Court of Arizona in AGENCY# 893	
	Maricopa County	
ADDRESS: _____	111 S. 3rd Avenue, WCB-LL	
CITY: _____	Phoenix	ARIZONA ZIP: 85003
SIGNATURE OF AGENCY CONTRACT ADMINISTRATOR: _____		
		DATE: _____
CONTRACT IDENTIFICATION: _____		

BOTH SIGNATURES MUST BE SIGNED AND THE COMPLETED FORM SUBMITTED TO:

Arizona Department of Administration
Risk Management Division – Insurance Unit
100 North 15th Avenue, Suite #301
Phoenix, AZ 85007

An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

ATTACHMENT 6.5 BUSINESS OWNERSHIP CLASSIFICATIONS

NOTE: THE FOLLOWING REQUESTED INFORMATION IS FOR DATA COLLECTION PURPOSES ONLY

Name of Organization:			
Contact Person:			
Contact Phone:		F a x:	
Email:			
Address: Street/PO Box:			
City, State, Zip:			

Primary Business Type (Select One Only):

- | | | |
|---|---|--|
| <input type="checkbox"/> A Authorized
Distributor | <input type="checkbox"/> E Factory
Representative | <input type="checkbox"/> I Service Firm |
| <input type="checkbox"/> B Broker | <input type="checkbox"/> F Jobber/Wholesaler | <input type="checkbox"/> J Surplus Dealer |
| <input type="checkbox"/> C Construction Firm | <input type="checkbox"/> G Manufacturer | <input type="checkbox"/> K Health Care Provider |
| <input type="checkbox"/> D Consulting Firm | <input type="checkbox"/> H Retailer | <input type="checkbox"/> L Other _____ |

Business Ownership Type (Select Only Those that Apply to Majority Owner(s)).**Business Size:**

- ☐ **1** Non-Small
☐ **2** Small Business (Per ARS §41-1001.19)

Business Owner Type (Check all that apply):

- ☐ **3** Woman Owned Business
☐ **4** Owned By Disabled Individual (Per ARS §41-1492)
☐ **5** Minority Owned Business (Per 15 CFR §1400.1(a))

If "Minority Owned," please identify:

- ☐ **6** African-American
☐ **7** Asian-American
☐ **8** Hispanic-American
☐ **9** Native American

APPLICANT CERTIFICATION:**I CERTIFY THAT:**

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information requested herein;
2. To the best of my knowledge the elements of information provided herein are accurate and true as of the date; and
3. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with ARS §Title 41 Chapter 9, Article 4 and Executive Order No. 99-4 dated February 8, 1999.

Printed or Typed Name: _____

Title: _____

Signature

Date

EXHIBIT 7.1

For Proprietary and Confidential Use Only

AUTHORIZATION AND RELEASE FOR 09020-RFQ (2nd Release)

I, _____, born in
_____, on _____,
CITY, STATE DATE OF BIRTH

SOCIAL SECURITY NUMBER

having provided a proposal to the Superior Court of Arizona in Maricopa County, hereby apply for a character report and consent to have an investigation made as to my fitness to Contract with the Superior Court of Arizona in Maricopa County. I agree to give any further information, which may be required regarding my past record.

I authorize all and any individuals, corporations, partnerships and/or governmental agencies having any information about me including, but not limited to my physical and mental health, military service, and prior employment to furnish such information to the Superior Court of Arizona in Maricopa County and/or its authorized representatives. I further authorize the aforesaid persons, corporations, partnerships and/or governmental agencies to permit Superior Court of Arizona in Maricopa County and/or its authorized representatives to inspect and make copies of all documents, records, or other information they may have which in any way relates to me.

I hereby release, discharge, and agree to hold harmless Superior Court of Arizona in Maricopa County, their officers, employees and agents and any persons or entities so furnishing information from any and all liability of every nature and kind.

I understand that I will not receive and am not entitled to a copy of the character report or to know its contents. I further understand that documents submitted by me will not be returned, and copies of any other reports or documents utilized for/or during the evaluation process of award will not be furnished or given to me. If I am not selected as an awardee of this contract, I **will not** be advised of the reason.

If any portion of this authorization release is found to be unenforceable or illegal, the balance of the provisions will remain in full force and effect.

SIGNATURE OF APPLICANT

DATE

END OF SOLICITATION NO. 09020-RFQ (2nd Release)